



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

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IN REPLY PLEASE

REFER TO FILE: **AS-0**  
**74043**  
**Amendment 1**

October 30, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE FOR LOS ANGELES RIVER,  
COMPTON CREEK, AND CENTINELA CREEK  
SUPERVISORIAL DISTRICTS 2 AND 4  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve an amendment to Contract No. 74043 with United Pacific Services, Inc., located in La Habra, California, to include landscape maintenance on the Ballona Creek Earth Day tree planting site.
3. Authorize Public Works to encumber an additional \$4,800 for Ballona Creek. Funds are available in the 2003-04 Flood Control Fund.
4. Delegate authority to the Director of Public Works to execute the amendment upon approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 18, 2002, Synopsis 63, your Board awarded Contract No. 74043 to United Pacific Services, Inc., to provide landscaping services along the Los Angeles River, Compton Creek, and Centinela Creek. The contract is part of Public Works'

commitment to beautify and maintain Flood Control District rights of way. The Earth Day event helps create awareness of the river and its environmental resources. To ensure the sustainability of this Earth Day tree planting site, it is desirable to expand the maintenance services provided under the existing contract. The amendment will include tree and shrub trimming and care, weed control, litter control, watering, irrigation management, and rodent control.

### **Implementation of Strategic Plan Goals**

This recommended action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being. This amendment will improve internal operations through the utilization of this contractor's expertise to effectively provide landscaping services in a timely and responsive manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The existing contract for these landscaping services is for an annual amount not to exceed \$274,900. The amendment would add \$4,800, increasing the contract's annual amount to \$279,700. Funds are available in the 2003-04 Flood Control Fund. There will be no impact on net County costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to execution by the Director, the enclosed sample amendment will be properly signed by the contractor and County Counsel will review it as to form. The amendment includes standard provisions implementing the Safely Surrendered Baby Law, the Jury Service Program, and the bar on payment for services following expiration or termination of this contract.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for non-Proposition A services, required on a part-time and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to the requirements of the CEQA, the type of services to be provided are categorically exempt as specified in Class 4 of the Environmental Document Reporting

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Procedures and Guidelines adopted by your Board on November 17, 1987,  
Synopsis 57.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This amendment will not result in the displacement of any County employees and will ensure continuity of these services.

**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

**SAMPLE AMENDMENT 1 TO CONTRACT NO. 74043**

This AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003.

WHEREAS, Contract No. 74043 was entered into between the County of Los Angeles (County) and United Pacific Services, Inc., on June 18, 2002, for landscaping services at specific locations along Los Angeles River, Compton Creek, and Centinela Creek for an annual price of \$274,900 or such greater sum as the Board may approve; and

WHEREAS, the County now requires landscape maintenance services at the Ballona Creek Earth Day tree planting site; and

WHEREAS, the Contractor is willing to perform such additional services; and

WHEREAS, the County has adopted additional contract requirements since the approval of this Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

FIRST: The parties agree to amend the Contract to provide that the Contractor shall provide additional landscape maintenance services on the Ballona Creek Earth Day tree planting site for an additional amount of \$4,800 or such greater sum as the Board may approve for a net annual compensation of \$279,700 which shall be known as the Maximum Contract Sum.

SECOND: The Contractor agrees in strict accordance with the Contract Terms, Specifications, and Conditions to meet the County's requirements.

THIRD: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor, or that the Contractor deduct from the employee's regular pay the fees received for jury service.

FOURTH: For purposes of the Jury Service Program, "contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or

subcontracts. "employee" means any California resident who is a full-time employee of Contractor. "full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

FIFTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The Jury Service Program provisions shall be inserted into any such subcontract agreement.

SIXTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

SEVENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

EIGHTH: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

NINTH: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

TENTH: Contractor shall not perform or accept work requests from Public Works' Project Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment,

invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Project Manager in writing.

**ELEVENTH:** The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

TWELFTH: All other prices, terms, conditions, requirements, and specifications of the original Contract shall remain in effect and unchanged.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through, its duly authorized officers, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

UNITED PACIFIC SERVICES, INC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary